

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Amended and Restated Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beaulieu Group, LLC		11/18/2003	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	55 South Lake Avenue
Internal Address:	Suite 900
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 70

Property Type	Number	Word Mark
Registration Number:	2318598	ARGONNE
Registration Number:	2285516	BC
Registration Number:	2351513	BC
Registration Number:	2351512	BC
Registration Number:	2615732	BEAULIEU
Registration Number:	2716042	BEAULIEU
Registration Number:	2550703	BEAULIEU
Registration Number:	2605300	BEAULIEU
Registration Number:	2348262	BEAULIEU COMMERCIAL
Registration Number:	2499551	BOL YU
Registration Number:	2436594	BOL YU
Registration Number:	2285533	BOLYU
Registration Number:	2285534	BOLYU
Registration Number:	2325870	BOUNTIFUL BERBERS

TRADEMARK

900003322

REEL: 002755 FRAME: 0054

CH \$1765.00 2318598

Registration Number:	2640671	C
Registration Number:	2759475	
Registration Number:	1609880	CALADIUM
Registration Number:	1371477	CAMBRIDGE CARPETS
Registration Number:	615157	CDP
Registration Number:	2750873	CONSORT
Registration Number:	2554100	CONSORT
Registration Number:	2512286	CORONET
Registration Number:	2512297	CORONET
Registration Number:	789112	CORONET
Registration Number:	2315908	DIATRON
Registration Number:	2285127	DURA-KID
Registration Number:	2057764	DURAWEAR + PLUS
Registration Number:	1989160	EARTHGUARD
Registration Number:	2422088	ECOPAD
Registration Number:	2467801	HOEDOWN
Registration Number:	2306054	LEAN AND MEAN
Registration Number:	2453179	NATURE'S HOME FROM DESIGN ALLIANCE
Registration Number:	2057387	PERMA CRIMP
Registration Number:	2407086	PERSUASIONS FROM CORONET
Registration Number:	2559287	PRECISION PLUS
Registration Number:	2021675	PRO FLOORING ASSOCIATION
Registration Number:	2034114	PRO FLOORING CREDIT
Registration Number:	1294616	PRO'S CHOICE
Registration Number:	2223932	QP4 QUALITY PERFORMANCE PEOPLE PRODUCTS PARTNERSHIPS
Registration Number:	2570698	REVIVE
Registration Number:	2292488	ROYALIST
Registration Number:	2492255	SILHOUETTES FROM DESIGN ALLIANCE
Registration Number:	2585905	STAIN RANGER
Registration Number:	2452123	STYLES FOR LIVING
Registration Number:	2329804	SURE N' EASY
Registration Number:	2329776	SURE N' EASY II
Registration Number:	1734989	SURE-LOC
Registration Number:	2493796	SURFACES

Registration Number:	2133860	WORTHINGTON CARPET MILLS
Serial Number:	76045347	B BEAULIEU HOME FASHIONS
Serial Number:	76045345	B BEAULIEU HOME FASHIONS
Serial Number:	76384857	COMFORTESSE
Serial Number:	76045362	COMMERCIAL INSITES
Serial Number:	76045344	COMMERCIAL SOLUTIONS
Serial Number:	76256557	CONTOURS BY BEAULIEU
Serial Number:	76203615	FLOOR ESSENTIALS BY BEAULIEU
Serial Number:	76384858	ILOC
Serial Number:	76389023	PERMASOFT
Serial Number:	76389022	PERMASOFT PLUS
Serial Number:	76218258	CAMBRIDGE
Serial Number:	78226969	HOLLYTEX
Serial Number:	78183942	INVENTORY SHOPPER
Serial Number:	78304682	LUXURYBAC
Serial Number:	78260264	MAGIC FRESH THE SELF-RENEWING ODOR DESTROYING CARPET TREATMENT THAT KEEPS YOUR HOME FEELING FRESH
Serial Number:	78214589	CLASSIC LUXURY
Serial Number:	78215078	EVOLINK
Serial Number:	78220012	EVOLINK
Serial Number:	76450807	HOLLYTEX ULTIMATE PERFORMANCE
Serial Number:	76468460	MAGIC FRESH
Serial Number:	76389024	PERMASHIELD

CORRESPONDENCE DATA

Fax Number: (214)981-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-981-3319

Email: mroberts@sidley.com

Correspondent Name: Elisabeth A. Evert

Address Line 1: 717 North Harwood

Address Line 2: Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

82240-31570

NAME OF SUBMITTER:

Susan Roberts

Total Attachments: 17

TRADEMARK
REEL: 002755 FRAME: 0056

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EXECUTION COPY

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of November 18, 2003 by and between Beaulieu Group, LLC, a Georgia limited liability company (the "Borrower"), and Bank of America, N.A., as collateral agent (the "Collateral Agent") for the "Lenders" (as defined below).

WITNESSETH:

A. The Borrower executed and delivered that certain Restated and Amended Trademark Security Agreement dated as of December 9, 1999 in favor of the Collateral Agent (the "Prior Trademark Security Agreement"), which Prior Trademark Security Agreement was recorded with the United States Patent and Trademark Office in the trademark assignment records on March 16, 2000, at Reel 002051, Frame 0590.

B. The Borrower, the financial institutions from time to time parties thereto (each a "Lender" and collectively the "Lenders"), Bank of America, N.A., as administrative agent and as collateral agent, are parties to a certain Amended and Restated Loan and Security Agreement dated as of November 18, 2003 (such agreement, as it may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms used herein and not otherwise defined are used herein as defined in the Loan Agreement.

C. The Collateral Agent, the Agents and the Lenders have required that the Borrower amend and restate the Prior Trademark Security Agreement in order to, *inter alia*, reflect the contemporaneous execution and delivery of the Loan Agreement.

In consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees as follows:

1. Defined Terms.

a. Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

b. The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

c. All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof. This Agreement shall be deemed to restate and amend in its entirety the Prior Trademark Security Agreement.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the "Obligations" under and as defined in the Loan Agreement and the Borrower's obligations and liabilities hereunder (collectively, the "Liabilities"), the Borrower hereby (a) reaffirms its grant to the Collateral Agent, for the benefit of the Collateral Agent and the Lenders, pursuant to the Prior Trademark Security Agreement, of a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Borrower's Trademarks and Licenses covered by the Prior Trademark Security Agreement (the "Prior Trademarks" and "Prior Licenses", respectively), and (b) grants or regrants to the Collateral Agent, for the benefit of the Collateral Agent and the Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Borrower's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, together with any good will connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, service mark applications, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Borrower is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and

made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"); provided, that notwithstanding the foregoing, the Borrower shall not be deemed to have assigned hereunder any License including, without limitation, those listed on Schedule B, under which the Borrower is licensee, if such assignment would result in breach or termination of the applicable license agreement.

5. Restrictions on Future Agreements. The Borrower will not, without the Collateral Agent's prior written consent, which consent shall not be unreasonably withheld or delayed, enter into any agreement which is inconsistent with this Agreement, and the Borrower further agrees that it will not take any action, and will use commercially reasonable efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Collateral Agent under this Agreement or the rights associated with those Trademarks or Licenses.

6. New Trademarks and Licenses. The Borrower represents and warrants that, except for such Trademarks and Licenses as shall not be used or usable in the Borrower's business or as shall not otherwise have any material value, (a) the Prior Trademarks and the Trademarks listed on Schedule A, collectively, include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned by the Borrower, (b) the Prior Licenses and the Licenses listed on Schedule B, collectively, include all of the trademark license agreements and service mark license agreements pursuant to which the Borrower is the licensee or licensor thereunder, and (c) no other liens, claims or security interests in such Trademarks and Licenses have been granted by the Borrower to any Person other than the Collateral Agent, except for such liens, claims and security interests as have been disclosed in the Loan Agreement and schedules thereto. If, prior to the termination of this Agreement, the Borrower shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications having any material value, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals having any material value, whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement having any material value, the provisions of paragraph 4 above shall automatically apply thereto. The Borrower shall give to the Collateral Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence within 30 days after the end of each fiscal quarter. The Borrower hereby authorizes the Collateral Agent to modify this Agreement unilaterally (x) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6 and (y) by filing, in addition to and not in substitution for this Agreement a

duplicate original of this Agreement containing on Schedule A or Schedule B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. Royalties. The Borrower hereby agrees that the use by the Collateral Agent of the Trademarks and the Licenses as authorized hereunder in connection with the exercise of its remedies under paragraph 15 or pursuant to Section 10.2 of the Loan Agreement shall be coextensive with the Borrower's rights under the Trademarks and the Licenses and with respect thereto and without any liability for royalties or other related charges from the Collateral Agent or the Lenders to the Borrower.

8. Right to Inspect; Further Assignments and Security Interests. Subject to the confidentiality obligations set forth in Section 5.6 of the Loan Agreement, the Collateral Agent may at all reasonable times (and at any time when an Event of Default exists) have access to, examine, audit, make copies (at the Borrower's expense) and extracts from and inspect the Borrower's premises and examine the Borrower's books, records and operations relating to the Trademarks and the Licenses, including, without limitation, the Borrower's quality control processes; provided, that in conducting such inspections and examinations, the Collateral Agent shall use reasonable efforts not to unnecessarily disturb the conduct of the Borrower's ordinary business operations. From and after the occurrence and during the continuance of an Event of Default, the Borrower agrees that the Collateral Agent, or a conservator appointed by the Collateral Agent, shall have the right to establish such reasonable additional product quality controls as the Collateral Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by the Borrower under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. The Borrower agrees not to sell or assign its respective interests in the Trademarks or the Licenses without the prior and express written consent of the Collateral Agent which consent will not be unreasonably withheld, provided, that nothing contained in this clause shall be deemed to prohibit the entering into by the Borrower of licensing agreements with respect to which the Borrower is the licensor, on commercially reasonable terms. The Borrower shall maintain the quality of its products to a sufficient degree to maintain the validity of the Trademarks.

9. Nature and Continuation of the Collateral Agent's Security Interest; Termination of the Collateral Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the payment in full of the Liabilities and termination of the Loan Agreement. Upon payment in full in cash of all of the Liabilities and termination of the Loan Agreement, this Agreement shall terminate and the Collateral Agent shall promptly execute and deliver to the Borrower, at the Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate the Collateral Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Collateral Agent pursuant to this Agreement or the Loan Agreement.

10. Duties of the Borrower. The Borrower shall exercise commercially reasonable judgment in determining whether to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks. The Borrower further agrees (a) except to the extent desirable in the Borrower's reasonable business judgment, not to abandon any Trademark or License, and (b) to use its commercially reasonable efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of the Borrower's business. Any expenses incurred in connection with the foregoing shall be borne by the Borrower.

11. Collateral Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Collateral Agent shall commence any such suit, the Borrower shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all proper documents required by the Collateral Agent in aid of such enforcement. The Borrower shall, upon demand, promptly reimburse the Collateral Agent for all costs and expenses incurred by the Collateral Agent in the exercise of its rights and this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Collateral Agent).

12. Waivers. The Collateral Agent's failure, at any time or times hereafter, to require strict performance by the Borrower of any provision of this Agreement shall not waive, affect or diminish any right of the Collateral Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Borrower and the Collateral Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Borrower contained in this Agreement shall be deemed to have been suspended or waived by the Collateral Agent unless such suspension or waiver is in writing signed by an officer of the Collateral Agent and directed to the Borrower specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraphs 4 and 6 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. From and after the occurrence and during the continuance of an Event of Default, and the giving by the Collateral Agent of

notice to the Borrower of the Collateral Agent's intention to enforce its rights and claims against the Borrower, the Borrower hereby irrevocably designates, constitutes and appoints the Collateral Agent (and all Persons designated by the Collateral Agent in its sole and absolute discretion) as the Borrower's true and lawful attorney-in-fact, and authorizes the Collateral Agent and any of the Collateral Agent's designees, in the Borrower's or the Collateral Agent's name, from and after the occurrence and during the continuance of an Event of Default, to (i) endorse the Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Collateral Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of any or all of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Collateral Agent deems in its own or Lenders' best interest. The Collateral Agent shall take no action pursuant to subparagraphs (i), (ii), (iii) or (iv) of this paragraph 15 without taking like action with respect to the entire goodwill of the Borrower's business connected with the use of, and symbolized by, such Trademarks and Licenses. The Borrower hereby ratifies all that such attorney in good faith shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Liabilities shall have been paid in full in cash and the Loan Agreement shall have been terminated. The Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Collateral Agent or the Lenders under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Collateral Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by the Collateral Agent to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and Licenses, the Borrower agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Collateral Agent or any transferee of the Collateral Agent and to execute and deliver to the Collateral Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Collateral Agent's determination, to effect such assignment, conveyance and transfer. All of the Collateral Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Loan Agreement, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Collateral Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement and any other Loan Document.

16. Successors and Assigns. This Agreement shall be binding upon the Borrower and their successors and assigns, and shall inure to the benefit of each of the Collateral Agent and the Lenders and its successors and assigns. The Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession to the extent that any of the foregoing are considered to be a successor or assign of the Borrower; provided, however,

that the Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without the Collateral Agent's prior written consent.

17. **Governing Law.** This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflicts of law provisions, provided that issues with respect to Article 9 of the Uniform Commercial Code may give effect to applicable choice or conflict of law rules set forth in Article 9 the Uniform Commercial Code) and decisions of the State of Georgia.

18. **Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.


19. **No Duty of Care.** Except as set forth in Section 5.6 of the Loan Agreement, neither the Collateral Agent nor any Lender shall have any duty with respect to the Trademarks or the Licenses, other than to act in good faith with respect thereto; provided, however, that neither the Collateral Agent nor any Lender shall take any action which may cause any goodwill of the Borrower's business connected with the use of, and symbolized by, any Trademark to become separated or disassociated with such Trademark so as to affect adversely such Trademark's validity. Without limiting the generality of the foregoing, neither the Collateral Agent nor any of the Lenders shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or the Licenses against any other parties, but may do so at its option, and all reasonably incurred expenses in connection therewith shall be for the sole account of the Borrower and shall be added to the Liabilities secured hereby.


20. **Paragraph Titles.** The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first written above.

BEAULIEU GROUP, LLC

By: 
Name: Carl M. Bouckaert
Title: Chairman and Chief Executive Officer

By: 
Name: Marie T. Bouckaert
Title: Executive Vice President

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name:
Title:

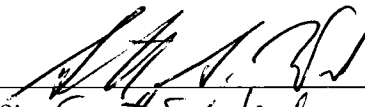
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first written above.

BEAULIEU GROUP, LLC

By: _____
Name: Carl M. Bouckaert
Title: Chairman and Chief Executive Officer

By: _____
Name: Marie T. Bouckaert
Title: Executive Vice President

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: Scott S. Ward
Title: VP

Schedule A
to
Amended and Restated Trademark Security Agreement

Dated as of November 18, 2003

Trademarks

None, except:

Trademark	Registration No.	Registration Date
ARGONNE	2318598	15-Feb-00
BC	2285516	12-Oct-99
BC Design	2351513	23-May-00
BC Design	2351512	23-May-00
BEAULIEU	2615732	03-Sep-02
BEAULIEU	2716042	13-May-03
BEAULIEU	2550703	19-Mar-02

Trademark	Registration No.	Registration Date
BEAULIEU	2605300	06-Aug-02
BEAULIEU COMMERCIAL	2348262	09-May-00
BOL YU	2499551	23-Oct-01
BOL YU	2436594	20-Mar-01
BOLYU	2285533	12-Oct-99
BOLYU	2285534	12-Oct-99
BOUNTIFUL BERBERS	2325870	07-Mar-00
C (and Design) (for Cambridge)	2640671	22-Oct-02
C Design	2759475	02-Sep-03
CALADIUM	1609880	14-Aug-90

Trademark	Registration No.	Registration Date
CAMBRIDGE CARPETS	1371477	19-Nov-85
CDP (Stylized Letters)	615157	01-Nov-55
CONSORT	2750873	12-Aug-03
CONSORT and Design	2554100	26-Mar-02
CORONET	2512286	27-Nov-01
CORONET (and Crown Design)	2512297	27-Nov-01
CORONET (Stylized Letters)	789112	04-May-65
DIATRON	2315908	08-Feb-00
DURA-KID	2285127	12-Oct-99
DURAWEAR + PLUS (and Design)	2057764	29-Apr-97

Trademark	Registration No.	Registration Date
EARTHGUARD	1989160	23-Jul-96
ECOPAD	2422088	16-Jan-01
HOEDOWN	2467801	10-Jul-01
LEAN AND MEAN	2306054	04-Jan-00
NATURE'S HOME FROM DESIGN ALLIANCE	2453179	22-May-01
PERMA CRIMP	2057387	29-Apr-97
PERSUASIONS FROM CORONET (and Design)	2407086	21-Nov-00
PRECISION PLUS	2559287	09-Apr-02
PRO FLOORING ASSOCIATION (and Design)	2021675	10-Dec-96
PRO FLOORING CREDIT (and Design)	2034114	28-Jan-97

Trademark	Registration No.	Registration Date
PRO'S CHOICE	1294616	11-Sep-84
QP4 QUALITY PERFORMANCE PEOPLE PRODUCT PARTNERSHIPS and Design	2223932	16-Feb-99
REVIVE	2570698	21-May-02
ROYALIST	2292488	16-Nov-99
SILHOUETTES FROM DESIGN ALLIANCE	2492255	25-Sep-01
STAIN RANGER	2585905	25-Jun-02
STYLES FOR LIVING	2452123	15-May-01
SURE N' EASY	2329804	14-Mar-00
SURE N' EASY II	2329776	14-Mar-00
SURE-LOC	1734989	24-Nov-92

Trademark	Registration No.	Registration Date
SURFACES	2493796	02-Oct-01
WORTHINGTON CARPET MILLS (and Design)	2133860	03-Feb-98

Unregistered Trademarks

None, except: Beaulieu of America

Trademark Applications

None, except:

Trademark	Application No.	Filing Date
B BEAULIEU HOME FASHIONS and Design	76045347	10-May-00
B BEAULIEU HOME FASHIONS and Design	76045345	10-May-00
COMFORTESSE	76384857	18-Mar-02
COMMERCIAL INSITES	76045362	10-May-00
COMMERCIAL SOLUTIONS	76045344	10-May-00
CONTOURS BY BEAULIEU	76256557	14-May-01
FLOOR ESSENTIALS BY BEAULIEU	76203615	02-Feb-01
ILOC	76384858	18-Mar-02

PERMASOFT	76389023	01-Apr-02
PERMASOFT PLUS	76389022	01-Apr-02
CAMBRIDGE and Design	76218258	01-Mar-01
HOLLYTEX	78226969	18-Mar-03
INVENTORY SHOPPER	78183942	12-Nov-02
LUXURYBAC	78304682	24-Sept-04
MAGIC FRESH (and Design)	78260264	10-Jun-03
CLASSIC LUXURY	78214589	13-Feb-03
EVOLINK	78215078	14-Feb-03
EVOLINK (and Design)	78220012	28-Feb-03
HOLLYTEX ULTIMATE PERFORMANCE	76450807	12-Sep-02
MAGIC FRESH	76468460	12-Nov-02
PERMASHIELD	76389024	01-Apr-02

Schedule B
to
Amended and Restated Trademark Security Agreement

Dated as of November 18, 2003

Licenses

None, except:

1. License Agreement dated March 31, 2003, between the Borrower and Laura Ashley Limited
2. License Agreement dated April 26, 2003, between the Borrower and F. Schumacher & Co.